



# City of NORFOLK

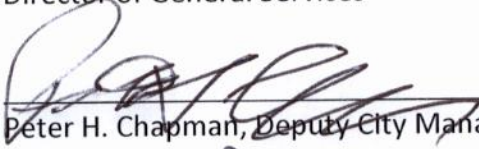
C: Dir., Department of General Services

To the Honorable Council  
City of Norfolk, Virginia

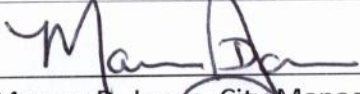
June 28, 2016

From: David S. Freeman, AICP  
Director of General Services

**Subject:** Conveyance of Buildable  
GEM Lots for Disposition Located at  
2600 and 2604 Campbell Avenue

Reviewed:   
Peter H. Chapman, Deputy City Manager

**Ward/Superward:** 2/6

Approved:   
Marcus D. Jones, City Manager

**Item Number:**

**PH-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Balance Builders, Inc.  
2525 Oconee Avenue, #101  
Virginia Beach, Virginia 23454

III. **Description:**  
This agenda item is an ordinance authorizing the conveyance to Balance Builders, Inc. ("Balance Builders") of two (2) parcels of property located at 2600 and 2604 Campbell Avenue (the "properties"). The properties are GEM lots and were acquired by the City of Norfolk (the "City") under § 58.1-3970.1 of the *Code of Virginia*, 1950, as amended. The properties will be conveyed to Balance Builders under the GEM Side Lot for Development Disposition Program ("Program").

IV. **Analysis**  
Balance Builders seeks to purchase the properties for development. Combined, the properties create a large, buildable corner lot. Balance Builders will purchase the properties from the City for the amount of \$21,000 (the total combined *appraised* value for both lots). The appraised value differs from the assessed value because the property is subject to deed restrictions which limit its development to a single-family, owner-occupied home. Conveyance to Balance Builders will subject the property to real estate taxes, thereby creating on-going revenue for the city. No specific City use has been identified for the properties and the conveyance is consistent with the goals of the Program.

**V. Financial Impact**

Cost for Conveyance	Twenty-one thousand dollars (\$21,000.00)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
FY2016 Assessed Value of Parcel	Twenty-one thousand dollars (\$21,000.00)
Annual Tax Revenue of Parcel	\$241.50 annually (will increase upon development of property – conveying this property will enable the City to place the property back on the tax rolls)

**VI. Environmental**

There are no known environmental issues associated with the properties.

**VII. Community Outreach/Notification**

In accordance with the Norfolk City Charter and Virginia State law, a legal notice will be posted in *The Virginian-Pilot*. In addition, public notification for this agenda item was conducted through the City's agenda notification process.

**VIII. Board/Commission Action**

N/A

**IX. Coordination/Outreach**

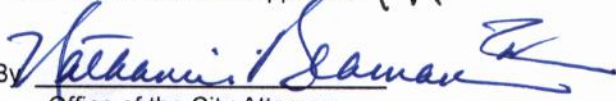
This ordinance has been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

**Supporting Material from the City Attorney's Office:**

- Ordinance
- Exhibit A – Legal Description of the Property
- Exhibit B – Proposed Conveyance Agreement



Form and Correctness Approved:

By   
Office of the City Attorney

Contents Approved:

By   
DEPT. General Services

NORFOLK, VIRGINIA

## ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO  
BALANCE BUILDERS, INC. OF CERTAIN PARCELS OF  
PROPERTY LOCATED AT 2600 AND 2604 CAMPBELL  
AVENUE FOR THE TOTAL SUM OF \$21,000.00 IN  
ACCORDANCE WITH THE TERMS AND CONDITIONS OF  
THE CONVEYANCE AGREEMENT; AND AUTHORIZING THE  
RELEASE OF THE CITY'S RIGHT OF REVERTER UPON  
CERTAIN CONDITIONS.

- - -

WHEREAS, Section 58.1-3970.1 of the Code of Virginia,  
1950, as amended, authorizes the appointment of a Special  
Commissioner for the purpose of conveying to localities, in lieu  
of public auction, certain real property with delinquent taxes and  
liens that meet certain criteria set forth therein; and

WHEREAS, the parcels of real property located at 2600  
and 2604 Campbell Avenue and more particularly described in Exhibit  
A and shown on Exhibit B, attached hereto and made a part hereof  
("Property"), were conveyed to the City of Norfolk ("City") by a  
Special Commissioner's deed executed and delivered pursuant to a  
decree entered by the Circuit Court of the City of Norfolk in  
accordance with the provisions of Section 58.1-3970.1 of the Code  
of Virginia, 1950, as amended; and

WHEREAS, upon acquisition of the Property, the City  
recorded Declarations of Protective and Restrictive Covenants

("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument Nos. 060001748 and 060002121, which documents provide, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City; and

WHEREAS, Council has determined that the Property is not needed for any of the uses or purposes of the City and is a continuing financial burden on the City; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the Property to Balance Builders, Inc. ("BB") for the sum of \$21,000.00 upon the terms and conditions set forth in the Conveyance Agreement attached hereto as Exhibit C; and

WHEREAS, in order for any potential purchasers of the Property may be able to obtain appropriate financing, it may be necessary that the City's right of reverter be released as to the Property; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of the Property, located at 2600 and 2604 Campbell Avenue and further described in Exhibit A and shown on Exhibit B, to BB for

the total sum of \$21,000.00 upon the terms and conditions set forth in the Conveyance Agreement attached as Exhibit C, is hereby authorized and approved.

Section 2:- That the City Manager, and the other proper officers of the City, are authorized to execute the Conveyance Agreement on behalf of the City of Norfolk and, upon receipt of the sum of \$21,000.00, to be disbursed in accordance with the requirements of Section 58.1-3970.1 of the Code of Virginia, to deliver to BB a Special Warranty Deed in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the conveyance of the said Property to BB.

Section 3:- That the City Manager is authorized to release the City's right of reverter as to this Property upon receipt by the City of written certification by BB that a purchaser of the Property has been identified and that such purchaser is unable to obtain financing for the purchase unless the City's right of reverter is released. In all other respects, the Declarations of Protective and Restrictive Covenants recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as Instrument Nos. 060001748 and 060002121 shall remain in full force and effect.

Section 4:- That the City Manager is further authorized to correct, amend or revise the Conveyance Agreement as he may deem advisable to carry out the intent of the Council as expressed herein.

Section 5:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.



## **EXHIBIT A TO ORDINANCE**

### **Right-of-Way Reservation Southeastern Corner of Campbell Avenue and West 26<sup>th</sup> Street**

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: All of Lots 128-130, Block D, as shown on a plat entitled, "John Seeley's Property," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 3, Pages 28-29, less and except a piece of land located along the eastern line of Campbell Avenue and being 54.74 feet south of the southern line of "Lots 78-79, Block D"; said point being the Point of Beginning; thence, turning along a curve to the left having a radius of 40.00 feet and an arc length of 68.70 feet to a point; said point being located along the northern line of West 26<sup>th</sup> Street; thence, continuing along the northern line of West 26<sup>th</sup> Street along a bearing of S86°-23'-50"W, 46.35 feet to a point; thence, in a northerly direction along the eastern line of Campbell Avenue, along a bearing of N04°-48'-17"E, 46.35 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Exhibit Showing the Right-of-Way Reservation at the corner of Campbell Ave. & W 26<sup>th</sup> St." dated December 2, 2015.

The above-described parcel contains 0.011 acre of land, more or less.

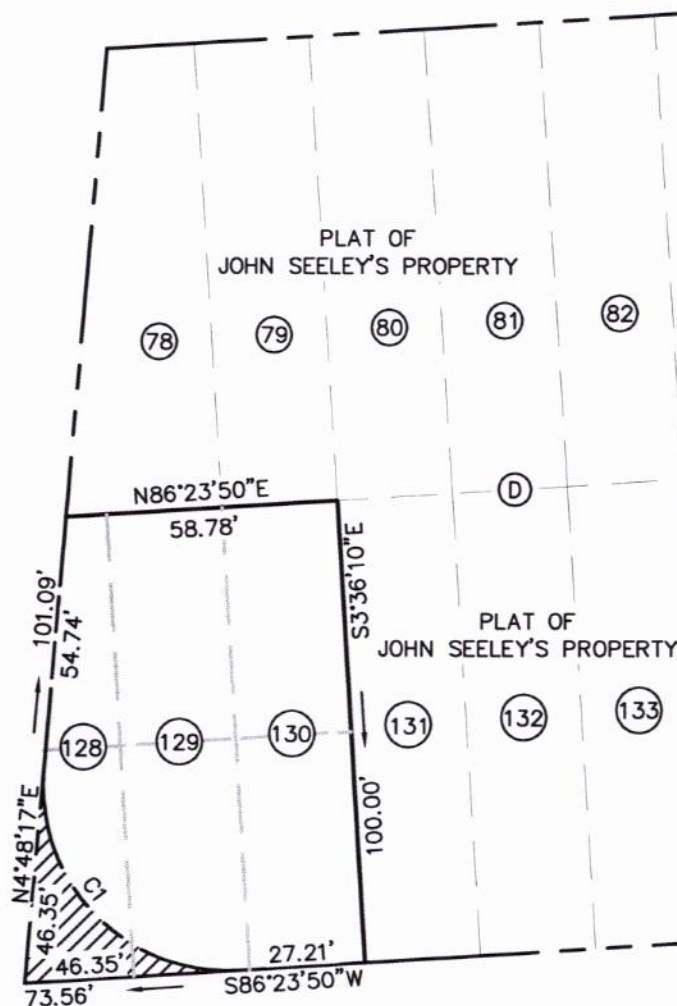
*December 9, 2015*

# EXHIBIT B TO ORDINANCE



W 27TH STREET  
60' R/W

CAMPBELL AVE  
VARIABLE WIDTH R/W



W 26TH STREET  
60' R/W

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA	TANGENT
C1	68.70'	40.00'	60.56'	N44°23'57"W	098°24'27"	46.35'

## NOTES:

- MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE (NAD83)(1993-HARN).
- AREA OF LOTS 128-130 (EXCLUDING R/W DEDICATION) = 6,137 SQUARE FEET OR 0.141 ACRES.  
AREA OF R/W DEDICATION = 480 SQUARE FEET OR 0.011 ACRES.
- PROPERTIES ACQUIRED BY THE CITY OF NORFOLK BY INSTRUMENT #050050573 AND DEED BOOK 2590, PAGE 705.

 = DENOTES AREA OF R/W RESERVATION

EXHIBIT SHOWING THE  
RIGHT-OF-WAY RESERVATION AT THE  
CORNER OF CAMPBELL AVE. & W 26TH ST.  
NORFOLK, VIRGINIA



160100

DATE	SCALE	DRAWN BY	CHECKED BY
12/2/2015	1" = 40'	QMW	KCM

DIVISION OF SURVEYS  
DEPARTMENT OF PUBLIC WORKS  
NORFOLK, VIRGINIA





## EXHIBIT C TO ORDINANCE

### CONVEYANCE AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **BALANCE BUILDERS, INC.**, a Virginia corporation ("BB").

#### RECITALS:

A. City is the owner in fee simple absolute of certain parcels of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, known as 2600 and 2604 Campbell Avenue, less the reservation of a small parcel located at the southeastern corner of Campbell Avenue and W 26<sup>th</sup> Street for right of way purposes. The property is more particularly described in Exhibit A and shown on Exhibit B, attached to and made a part of this Agreement (the "Property"), the City having acquired the same pursuant to the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended.

B. Upon acquisition of the Property, the City recorded Declarations of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument Nos. 060001748 and 060002121, copies of which are attached hereto as Exhibit C and Exhibit D, which provides, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City.

C. BB desires to purchase the property from City and City desires to sell the property to BB in accordance with the terms and conditions of this Agreement.

D. These recitals are incorporated by this reference into this Agreement.

E. The conveyance of the Property to BB will enable BB to combine both lots and construct attractive and affordable housing that will enhance the Property, as well as the neighborhood generally, and will return the Property to the real estate tax rolls.

**NOW, THEREFORE**, in consideration of the purchase price and the mutual promises contained in this Agreement, the City and BB agree as follows:

1. SALE. City agrees to sell and BB agrees to purchase the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Twenty One Thousand Dollars and 0/100 (\$21,000.00). The Purchase Price will be paid in the form of a certified check or by wire transfer of funds at closing.



3. CONVEYANCE.

a. The City agrees to convey the property to BB by Special Warranty Deed, subject to applicable easements and restrictive covenants of record, and specifically the Restrictive Covenants attached hereto as Exhibit C and Exhibit D.

b. BB acknowledges that each lot being conveyed, standing alone, is not of sufficient size or dimension to permit the construction of a single family dwelling under the regulations of the City of Norfolk currently in effect

c. No building permit shall be issued for the development of a single-family dwelling on the parcels until a zoning certificate has been granted by the Department of City Planning, which verifies that the proposed single-family dwelling to be built on the parcels is consistent with the prevailing pattern in the neighborhood with respect to the footing, massing, scale, appearance, fenestration, roof lines and other exterior elements.

d. The deed shall contain a restrictive covenant limiting construction upon the property to single-family, owner occupied dwellings and structures appurtenant thereto for a period of five (5) years.

e. Possession of the Property will be given to BB at Closing.

f. City agrees to pay the expenses of preparing the deed. BB will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

g. City and BB agree that the attorney or title insurance company ("Title Company") selected by BB shall act as the settlement agent ("Settlement Agent") at BB's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 14.

4. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, in Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by the City ("Effective Date"), or as soon thereafter as settlement documents can be prepared and any title issues can be resolved.

5. CONDITIONS. BB's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of BB, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 90 days after the Effective Date, BB may unilaterally terminate this Agreement:

- a. Receipt of a satisfactory title commitment.
- b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by BB at BB's expense, and such other testing and reports as may be reasonably required by BB or recommended in the Phase I Report, any such additional testing and reports to be at BB's expense.
- c. Satisfaction by the City of all obligations under this Agreement.

6. SOLD "AS IS"; NO REPRESENTATIONS AND WARRANTIES BY CITY. BB acknowledges that the City has made no representations or warranties whatsoever in regard to the Property, except for Special Warranty of Title. BB agrees that they have inspected and are thoroughly familiar with the Property and is acquiring the Property in its "as is" condition. BB understands and agrees that the City has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and the City shall not be liable for any latent or patent defects therein.

7. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

BB: Balance Builders, Inc.  
Attn: Geoffrey Wallace, President  
2525 Oconee Avenue, #101  
Virginia Beach, Virginia 23454

City: Director, Department of General Services  
Office of Real Estate  
City of Norfolk  
232 East Main Street, Suite 250  
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko  
City Attorney  
810 Union Street, Suite 900  
Norfolk, Virginia 23510

8. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

9. BROKERAGE OR AGENT'S FEES. Neither the City nor BB are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation



whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

10. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or BB's default, the non-defaulting party may elect to:

- (i) Terminate this Agreement; or
- (ii) Seek and obtain specific performance of this Agreement.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

12. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

13. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

14. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and BB hereby designate and appoint the BB's attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and BB hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and BB each retain an original counterpart of this Conveyance Agreement for at least four (4) years following the calendar year of the Closing.

WITNESS the following duly authorized signatures and seals:

**CITY OF NORFOLK**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Conveyance Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

Contents Approved:

\_\_\_\_\_  
Director, Department of General Services

Approved as to Form and Correctness:

\_\_\_\_\_  
Deputy City Attorney



**BALANCE BUILDERS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City/County of Norfolk, in the Commonwealth of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ (Title), on behalf of Balance Builders, Inc., whose name is signed to the foregoing Conveyance Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

## EXHIBIT A

### **Right-of-Way Reservation Southeastern Corner of Campbell Avenue and West 26<sup>th</sup> Street**

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: All of Lots 128-130, Block D, as shown on a plat entitled, "John Seeley's Property," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 3, Pages 28-29, less and except a piece of land located along the eastern line of Campbell Avenue and being 54.74 feet south of the southern line of "Lots 78-79, Block D"; said point being the Point of Beginning; thence, turning along a curve to the left having a radius of 40.00 feet and an arc length of 68.70 feet to a point; said point being located along the northern line of West 26<sup>th</sup> Street; thence, continuing along the northern line of West 26<sup>th</sup> Street along a bearing of S86°-23'-50"W, 46.35 feet to a point; thence, in a northerly direction along the eastern line of Campbell Avenue, along a bearing of N04°-48'-17"E, 46.35 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Exhibit Showing the Right-of-Way Reservation at the corner of Campbell Ave. & W 26<sup>th</sup> St." dated December 2, 2015.

The above-described parcel contains 0.011 acre of land, more or less.

*December 9, 2015*



## EXHIBIT C

Instrument Control Number

JAN 12 2006

000231

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Cover Sheet - Form A**

JAN 12 060001748

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/11/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1]

Number of Pages [ 6]

City ☒ County ☐ [City Of Norfolk ]

(Box for Deed Stamp Only)

**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[N/A ]	[N/A ]	[N/A ]
[Trapani ]	[Philip ]	[R. ]	[Jr. ]

**First and Second Grantees**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[a Municipal Corporation ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address

(Name)

[City of Norfolk ]

(Address 1)

[Norfolk City Attorney's Office ]

(Address 2)

[810 Union Street, Room 900 ]

(City, State, Zip)

[Norfolk ]

[VA ] [23510 ]

Consideration [0.00 ]

Existing Debt [0.00 ]

Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☒ County ☐ [N/A ]

Percent. in this Juris. [ 0 ]

Book [N/A ]

Page [N/A ]

Instr. No [050050573 ]

Parcel Identification No (PIN) [4546-8300 ]

Tax Map Num. (if different than PIN) [n/a ]

Short Property Description

[1/2 of Lots 128, 129, 130, Block D ]

[Plat of John Seeleys Property Lamberts Point ]

Current Property Address (Address 1)

[E S Campbell Avenue ]

(Address 2)

[ ]

(City, State, Zip)

[Norfolk ]

[VA ] [ ]

Instrument Prepared by

[Charles Stanley Prentace ]

Recording Paid for by

[N/A ]

Return Recording to

(Name)

[Charles Stanley Prentace, Deputy City Attorney ]

(Address 1)

[Norfolk City Attorney's Office ]

(Address 2)

[810 Union Street, 900 City Hall Building ]

(City, State, Zip)

[Norfolk ]

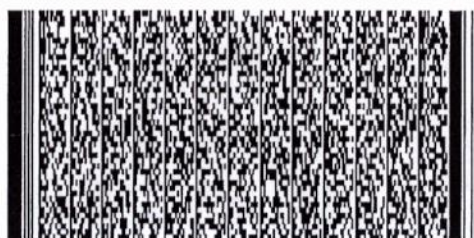
[VA ] [23510 ]

Customer Case ID

[N/A ]

[ ]

[ ]



*Orlandus Parker*

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[ILS VLR Cover Sheet Agent 1.0.66]

**Grantors/Grantees/Parcel Continuation Form B**[illegible]

Prior Instr. Recorded at: City	<input type="checkbox"/>	County	<input type="checkbox"/>	[	]	Percent. in this Juris.	[	]
Book	[	]	Page	[	]	Instr. No	[	]
Parcel Identification No (PIN)				[	]			
Tax Map Num.	(if different than PIN)			[	]			
Short Property Description				[	]			
				[	]			
Current Property Address (Address 1)				[	]			
	(Address 2)			[	]			
	(City, State, Zip)			[	]			





**DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
E S CAMPBELL AVENUE (TAX ACCOUNT #4546-8300)**

THIS DECLARATION, made this 4<sup>th</sup> day of January, 200<sup>6</sup>~~5~~, by the  
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia  
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located at E S Campbell  
Avenue, City of Norfolk, Virginia, Tax Account #4546-8300 and more particularly  
described in Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,  
improvement and maintenance of the Property, and the surrounding neighborhood,  
deems it suitable and appropriate to establish and publish certain standards and  
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual  
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent  
purchasers of the Property, Declarant does hereby declare said Property to be subject to  
the following covenants, which covenants shall run with the land and shall be binding  
on all parties having or acquiring any right, title or interest in and to the Property or  
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.



D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: [Signature] [SEAL]  
City Manager

Attest:

Approved as to form and correctness:

[Signature]  
City Clerk

[Signature] 12/1/05  
Deputy City Attorney

STATE OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, Shelia M. Mader, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>st</sup> day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated January 4, 2005 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 4<sup>th</sup> day of January, 2005.

Shelia M. Mader [SEAL]  
Notary Public

**Exhibit "A"**  
**Tax Account # 4546-8300**

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate in the City of Norfolk, Virginia, and known, numbered and designated as the Northern One/Half (1/2) of Lots 128, 129 and 130, in Block "D", as shown on the Plat of John Seeleys Property Lambert Point, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3, at Pages 28 and 29.

INSTRUMENT #060001748  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
JANUARY 12, 2006 AT 10:21AM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: MXY



## EXHIBIT D

Instrument Control Number

2006 JAN 17 P 12:04

000210

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Cover Sheet - Form A**

JAN.17 060002121

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/12/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1]

Number of Pages [ 6]

City ☒ County ☐ [City Of Norfolk ]

(Box for Deed Stamp Only)

**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[N/A ]	[N/A ]	[N/A ]
[Callahan ]	[F. ]	[Sullivan ]	[ ]

**First and Second Grantees**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[a Municipal Corporation ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, Room 900 ]

(City, State, Zip) [Norfolk ] [VA ] [23510 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ 100]

Book [ ] Page [ ] Instr. No [050052150 ]

Parcel Identification No (PIN) [2982-5500 ]

Tax Map Num. (if different than PIN) [2982-5500 ]

Short Property Description [S 1/2 of 128, 129, 130 Blk D ]

[Lamberts Point ]

Current Property Address (Address 1) [W S Campbell Avenue ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [Charles Stanley Prentace ]

Recording Paid for by [N/A ]

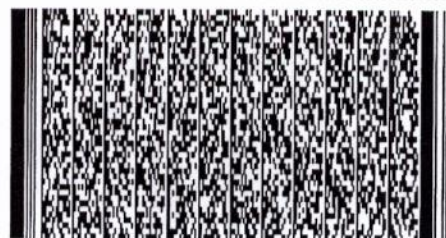
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, 900 City Hall Building ]

(City, State, Zip) [Norfolk ] [VA ] [23510 ]

Customer Case ID [N/A ] [ ] [ ]



orlandus Parker

--

## [ILS VLR Cover Sheet Agent 1.0.66]

TAX	GRANTOR	GRANTEE	CORP
EXEMPT			

Instrument Type: [DEC ]

Number of Pages [ 6 ]

City ☒ County ☐ [City Of Norfolk ] (Box for Deed Stamp Only)

**Grantors/Grantees/Parcel Continuation Form B**[illegible]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ ]  
 Book [ ] Page [ ] Instr. No [ ]  
 Parcel Identification No (PIN) [ ]  
 Tax Map Num. (if different than PIN) [ ]  
 Short Property Description [ ]  
 [ ]  
 Current Property Address (Address 1) [ ]  
 (Address 2) [ ]  
 (City, State, Zip) [ ] [ ] [ ]



**DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
2600 Campbell Avenue (Tax Account No. 2982-5500)**

THIS DECLARATION, made this 4<sup>th</sup> day of January  
2006, by the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of  
Virginia ("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia,  
23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property described in Exhibit A,  
attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,  
improvement and maintenance of the Property, and the surrounding neighborhood,  
deems it suitable and appropriate to establish and publish certain standards and  
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual  
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent  
purchasers of the Property, Declarant does hereby declare said Property to be subject to  
the following covenants, which covenants shall run with the land and shall be binding  
on all parties having or acquiring any right, title or interest in and to the Property or  
any part thereof.



A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole



discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: Nancy Johnson [SEAL]  
Asst. City Manager

Attest:

Approved as to form and correctness:

R. Breckenridge Daughtrey  
City Clerk

[Signature] 12.14.05  
Deputy City Attorney

STATE OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, marietta B. Cowart, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>ST</sup> day of August, 2008, do hereby certify that Nancy Johnson, Asst. ~~Regina V.K. Williams~~, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated January 4, 2006 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 4<sup>th</sup> day of January, 2006.

marietta B Cowart [SEAL]  
Notary Public

**EXHIBIT "A"**  
**Tax Account Number 2982-5500**

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, and appurtenances thereunto belonging, numbered according to the present system of street number as 2600 Campbell Avenue in the City of Norfolk, Virginia, and known, numbered and designated as the southern half of Lots 128, 129 and 130 in Block 'D' as shown on plat of John Seeley's property - Lamberts Point, which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3, at pages 28 and 29, said lots or parcels of land, being more particularly bounded and described as follows:

BEGINNING at a point on the north side of 26<sup>th</sup> Street, formerly Seeley Avenue, 400 feet West of Elkhorne Avenue, formerly Maple Avenue, at the dividing line between Lots 130 and 131 as shown on said plat; thence northerly along the west side of Lot 131, 50 feet; thence westerly and parallel with the north side of 26<sup>th</sup> Street to the east side of Campbell Avenue; thence in a southerly direction along the east side of Campbell Avenue to the north side of 26<sup>th</sup> Street; thence easterly along the north side of 26<sup>th</sup> Street to the point of beginning.

INSTRUMENT #060002121  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
JANUARY 17, 2006 AT 12:04PM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ

## EXHIBIT A

### **Right-of-Way Reservation Southeastern Corner of Campbell Avenue and West 26<sup>th</sup> Street**

All that certain lot, piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being further described as follows: All of Lots 128-130, Block D, as shown on a plat entitled, "John Seeley's Property," said plat being duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 3, Pages 28-29, less and except a piece of land located along the eastern line of Campbell Avenue and being 54.74 feet south of the southern line of "Lots 78-79, Block D"; said point being the Point of Beginning; thence, turning along a curve to the left having a radius of 40.00 feet and an arc length of 68.70 feet to a point; said point being located along the northern line of West 26<sup>th</sup> Street; thence, continuing along the northern line of West 26<sup>th</sup> Street along a bearing of S86°-23'-50"W, 46.35 feet to a point; thence, in a northerly direction along the eastern line of Campbell Avenue, along a bearing of N04°-48'-17"E, 46.35 feet to the Point of Beginning, all as shown on that certain exhibit entitled "Exhibit Showing the Right-of-Way Reservation at the corner of Campbell Ave. & W 26<sup>th</sup> St." dated December 2, 2015.

The above-described parcel contains 0.011 acre of land, more or less.

*December 9, 2015*



## EXHIBIT C

Instrument Control Number

JAN 12 2006

000281

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Cover Sheet - Form A**

JAN.12 060001748

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/11/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1]

Number of Pages [ 6]

City ☒ County ☐ [City Of Norfolk ]

(Box for Deed Stamp Only)

## First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[N/A ]	[N/A ]	[N/A ]
[Trapani ]	[Philip ]	[R. ]	[Jr. ]

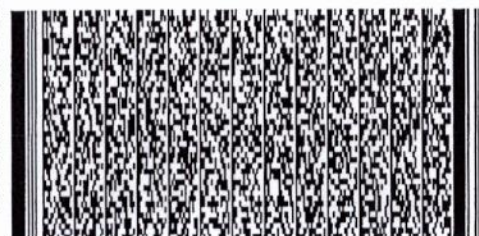
## First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[a Municipal Corporation ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk ]  
 (Address 1) [Norfolk City Attorney's Office ]  
 (Address 2) [810 Union Street, Room 900 ]  
 (City, State, Zip) [Norfolk ] [VA ] [23510 ]  
 Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☒ County ☐ [N/A ] Percent. in this Juris. [ 0]  
 Book [N/A ] Page [N/A ] Instr. No [050050573 ]  
 Parcel Identification No (PIN) [4546-8300 ]  
 Tax Map Num. (if different than PIN) [n/a ]  
 Short Property Description [1/2 of Lots 128, 129, 130, Block D ]  
 [Plat of John Seeleys Property Lamberts Point ]  
 Current Property Address (Address 1) [E S Campbell Avenue ]  
 (Address 2) [ ]  
 (City, State, Zip) [Norfolk ] [VA ] [ ]

Instrument Prepared by [Charles Stanley Prentace ]  
 Recording Paid for by [N/A ]  
 Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney ]  
 (Address 1) [Norfolk City Attorney's Office ]  
 (Address 2) [810 Union Street, 900 City Hall Building ]  
 (City, State, Zip) [Norfolk ] [VA ] [23510 ]  
 Customer Case ID [N/A ] [ ] [ ]



*orlandus parker*



**DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
E S CAMPBELL AVENUE (TAX ACCOUNT #4546-8300)**

THIS DECLARATION, made this 4<sup>th</sup> day of January, 200~~5~~<sup>6</sup>, by the  
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia  
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located at E S Campbell Avenue, City of Norfolk, Virginia, Tax Account #4546-8300 and more particularly described in Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development, improvement and maintenance of the Property, and the surrounding neighborhood, deems it suitable and appropriate to establish and publish certain standards and restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent purchasers of the Property, Declarant does hereby declare said Property to be subject to the following covenants, which covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the Property or any part thereof.



A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole



discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

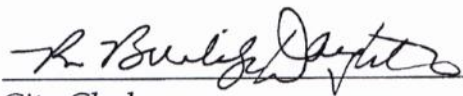
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

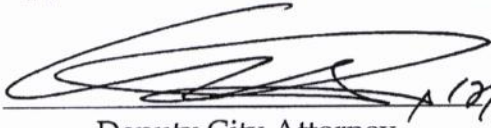
CITY OF NORFOLK

By:  [SEAL]  
City Manager

Attest:

Approved as to form and correctness:

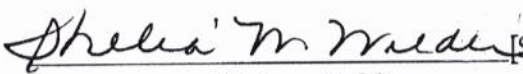
  
City Clerk

 12/1/05  
Deputy City Attorney

STATE OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, Shelia M. Menden, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>st</sup> day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated January 4, 2005<sup>6</sup> have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 4<sup>th</sup> day of January, 2005<sup>6</sup>.

 [SEAL]  
Notary Public

**Exhibit "A"**  
**Tax Account # 4546-8300**

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate in the City of Norfolk, Virginia, and known, numbered and designated as the Northern One/Half (1/2) of Lots 128, 129 and 130, in Block "D", as shown on the Plat of John Seeleys Property Lambert Point, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3, at Pages 28 and 29.

INSTRUMENT #060001748  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
JANUARY 12, 2006 AT 10:21AM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: MXY

## EXHIBIT D

Instrument Control Number

2006 JAN 17 P 12:04

000210

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Cover Sheet - Form A**

JAN.17 060002121

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [1/12/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1]

Number of Pages [ 6]

City ☒ County ☐ [City Of Norfolk ]

(Box for Deed Stamp Only)

**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[N/A ]	[N/A ]	[N/A ]
[Callahan ]	[F. ]	[Sullivan ]	[ ]

**First and Second Grantees**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[a Municipal Corporation ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk ]  
 (Address 1) [Norfolk City Attorney's Office ]  
 (Address 2) [810 Union Street, Room 900 ]  
 (City, State, Zip) [Norfolk ] [VA ] [23510 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ 100]

Book [ ] Page [ ] Instr. No [050052150 ]

Parcel Identification No (PIN) [2982-5500 ]

Tax Map Num. (if different than PIN) [2982-5500 ]

Short Property Description [S 1/2 of 128, 129, 130 Blk D ]

[Lamberts Point ]

Current Property Address (Address 1) [W S Campbell Avenue ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [Charles Stanley Prentace ]

Recording Paid for by [N/A ]

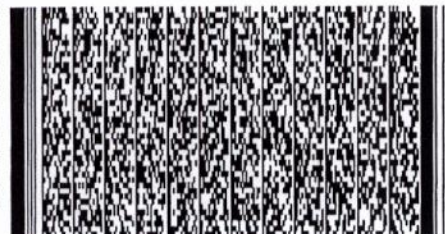
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, 900 City Hall Building ]

(City, State, Zip) [Norfolk ] [VA ] [23510 ]

Customer Case ID [N/A ] [ ] [ ]



*Orlandus Parker*





DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
2600 Campbell Avenue (Tax Account No. 2982-5500)

THIS DECLARATION, made this 4<sup>th</sup> day of January  
2006, by the CITY OF NORFOLK, a municipal corporation of the Commonwealth of  
Virginia ("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia,  
23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property described in Exhibit A,  
attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,  
improvement and maintenance of the Property, and the surrounding neighborhood,  
deems it suitable and appropriate to establish and publish certain standards and  
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual  
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent  
purchasers of the Property, Declarant does hereby declare said Property to be subject to  
the following covenants, which covenants shall run with the land and shall be binding  
on all parties having or acquiring any right, title or interest in and to the Property or  
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.



2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: Nancy Johnson [SEAL]  
Asst. City Manager

Attest:

Approved as to form and correctness:

R. Breckenridge Daughtrey  
City Clerk

[Signature] 12.14.05  
Deputy City Attorney

STATE OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, marietta B. Cowart, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>ST</sup> day of August, 2008, do hereby certify that Nancy Johnson, Asst. ~~Regina V.K. Williams~~, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated January 4, 2006 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 4<sup>th</sup> day of January, 2006.

marietta B Cowart [SEAL]  
Notary Public



**EXHIBIT "A"**  
**Tax Account Number 2982-5500**

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, and appurtenances thereunto belonging, numbered according to the present system of street number as 2600 Campbell Avenue in the City of Norfolk, Virginia, and known, numbered and designated as the southern half of Lots 128, 129 and 130 in Block 'D' as shown on plat of John Seeley's property - Lamberts Point, which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 3, at pages 28 and 29, said lots or parcels of land, being more particularly bounded and described as follows:

BEGINNING at a point on the north side of 26<sup>th</sup> Street, formerly Seeley Avenue, 400 feet West of Elkhorne Avenue, formerly Maple Avenue, at the dividing line between Lots 130 and 131 as shown on said plat; thence northerly along the west side of Lot 131, 50 feet; thence westerly and parallel with the north side of 26<sup>th</sup> Street to the east side of Campbell Avenue; thence in a southerly direction along the east side of Campbell Avenue to the north side of 26<sup>th</sup> Street; thence easterly along the north side of 26<sup>th</sup> Street to the point of beginning.

INSTRUMENT #060002121  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
JANUARY 17, 2006 AT 12:04PM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ